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THE CITY OF
EULESS

THE STATE OF TEXAS
COUNTY OF TARRANT

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CITY OF EULESS

CERTIFICATION

I, **BECKY NULL**, Deputy City Secretary for the City of Euless, a municipal corporation, Tarrant County, Texas, in the performance of the functions of my office, do hereby certify that the attached document is a true and exact copy of the Contract and Payment, Performance and Maintenance Bonds between the City of Euless and **U. S. Concrete, Inc., and its subsidiary, Redi Mix, L.L.C.**, for the **Lease and Incentive Agreement**, as the same appears of record in the City Secretary's office, and that I am the lawful possessor and have legal custody of said record.

WITNESS MY HAND AND SEAL OF SAID CITY on this 25th day of July, 2008.

Becky Null

Becky Null, TRMC
Deputy City Secretary

LEASE AND INCENTIVE AGREEMENT

THIS LEASE AND INCENTIVE AGREEMENT (the "Lease") is made and entered into this 17th day of July, 2008, by and between Euless Development Corporation, a Texas limited non-profit corporation chartered under the laws of the state of Texas (hereinafter called "Landlord"), and the City of Euless, Texas, a home rule city chartered under the laws and constitution of the State of Texas (hereinafter called "City"), and U. S. Concrete, Inc., a Corporation, and its subsidiary Redi Mix, L.L.C., a Texas limited partnership with principal offices in the city of Houston, Harris County, Texas (hereinafter called collectively, the "Tenant"), and all collectively, the "Parties."

For and in consideration of the rental and of the covenants and agreements hereinafter set forth to be kept and performed by Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Building, the Premises, and the Personal Property, as defined below, for the term and at the rental amount, and subject to and upon all of the terms, covenants, and agreements hereinafter set forth.

1.0 DEFINITIONS

- 1.1 **Building.** The word "Building" as used in this lease shall mean the building to be constructed by Landlord and located on the site more particularly described on Exhibit "A" of approximately thirty-three thousand (33,000) square feet in accordance with plans and specifications provided by Tenant, which plans shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld or delayed, to be used by Tenant as a regional corporate headquarters and primary job training site providing jobs primarily in the sale of Tenant's manufactured concrete products classified in the North American Industry Classification (NAICS) Sector 327 job classification.
- 1.2 **Personal Property.** The words "Personal Property" as used in this Lease shall mean collectively, the fixtures and equipment owned by Landlord and located in the Building on the Premises.

- 1.3 Premises. The word "Premises" as used in this Lease shall mean the fee or leasehold interest in and to the property described on Exhibit "A".
- 1.4 Leased Property. The words "Leased Property" as used in this Lease shall mean collectively, the Building, the Premises, and the Personal Property of Landlord.
- 1.5 Equipment. The word "Equipment" as used in this Lease shall mean collectively, the furniture, and fixtures, and equipment owned by Tenant and located in the Building on the Premises.
- 1.6 Taxes. The real property taxes and personal property taxes applicable to the Premises pursuant to Sections 6.1 and 6.2.
- 1.7 Dallas/Fort Worth. The term "Dallas/Fort Worth" as used in this Lease and Incentive Agreement shall mean without limitation thereto, those counties consisting of Dallas, Tarrant, Johnson, Ellis, Collin, and Denton.

2.0 TERM

- 2.1 The "Initial Term" of this Lease shall be for a period commencing on the date hereinabove first stated (the "Lease Commencement Date"), and ending on the day preceding the twenty-fifth (25th) anniversary of the Rent Commencement Date. The "Rent Commencement Date" shall be the first day of the month next following the earliest of sixty (60) days following substantial completion of the Building or Tenant's commencement of business out of the new leasehold improvements.
- 2.2 Option to Renew Lease. Tenant shall have the option, upon at least six (6) months prior written notice to each instance, to renew the Lease for two (2) additional terms of five (5) years each ("Renewal Term") on the same terms and conditions as herein set forth.
- 2.3 Acknowledgment of Rent Commencement Date. Within thirty (30) days of building construction completion, Landlord and Tenant

shall execute a written Acknowledgment of the Rent Commencement Date and shall attach it hereto as Exhibit "C".

3.0 Rent

- 3.1 Payment of Base Rent. Except as provided in Section 3.4 herein, during the term of this Lease, Tenant covenants and agrees to pay the annual base rent (the "Base Rent") for the Leased Property as set forth in Paragraph 3.2 below. From the Rent Commencement Date throughout the Lease Term, the Base Rent shall be payable as set forth in Paragraph 3.2 below. If the Rent Commencement Date shall be a day other than the first day of a calendar year, the Base Rent for such calendar year shall be prorated based on a ratio the numerator of which shall be the number of days during such calendar year that this Lease was in effect and the denominator of which shall be 365. If this Lease shall expire on a day other than the last day of a calendar year, the Base Rent for such year shall be prorated based on a ratio the numerator of which shall be the number of days during such year that this Lease was in effect and the denominator of which shall be 365.
- 3.2 Base Rent. The Base Rent for the Leased Property shall be the following:

Initial Term rental shall be at an annual rate of thirteen dollars (\$13.00) per square foot payable annually on the first day of March of each year for the preceding calendar year or part thereof. Such annual rent shall be adjusted each March, commencing with the second March 1st after the Rent Commencement Date, by one-half (½) of the preceding year's percentage increase in monthly average Consumer Price Index (CPI-U) for the Dallas Fort Worth Consolidated Metropolitan Statistical Area (CMSA).

- 3.3 Annual Base Rent for Renewal Term. The Base Rent for each Renewal Term shall be a "Fair Market Rental" determined as follows:
 - (a) By mutual agreement between Landlord and Tenant reached within thirty (30) days after the date on which Tenant gives notice of exercise of the renewal option; or

(b) If Landlord and Tenant have not agreed upon the Fair Market Rental within such thirty (30) day period, then each shall appoint, by written notice to the other, a real estate appraiser with at least five (5) years prior experience appraising commercial properties in Tarrant County, Texas, who is not employed by either party, is otherwise disinterested, and who is a member of either the American Institute of Real Estate Appraisers or the Society of Real Estate Appraisers. If either party fails to appoint such a real estate appraiser within twenty (20) days following the written demand by the other party, then the appraiser who was appointed shall select the second appraiser. Such two appraisers shall proceed to determine the projected Fair Market Rental for the entire applicable Renewal Term, based on space which is comparable to the Premises in the Tarrant County area. In ascertaining comparability, the appraisers shall take into consideration the nature, size, use and location of the Premises; however, the appraisers shall not take into consideration the value of the Tenant improvements, if any, which are removable by Tenant at the conclusion of this Lease. If the two appraisers are unable to agree upon a Fair Market Rate, but the appraisals are no more than five percent (5%) apart, computed from a base of the higher appraisal, the two appraisals shall be averaged. If the two appraisals are more than five percent (5%) apart, then the two appraisers shall select a third appraiser (who shall not be employed by either party and shall also be a member of either the American Institute of Real Estate Appraisers or the Society of Real Estate Appraisers), in which event the Fair Market Rental shall be that amount upon which any two of such three appraisers agree, or if no such agreement is reached, that amount which represents the arithmetic average of the two rates determined by such appraisers which are numerically closest to one another or, if all rates are numerically equidistant, the arithmetic average of all three such rates. In the event that the foregoing appraisals are not completed by the expiration date of the Initial Term or the first day of Renewal Term being extended, this Lease shall continue in full force and effect with Tenant paying the same rental until the Fair Market Rental is determined, at which time appropriate adjustments, relating back to the commencement of

the Renewal Term, shall be made between Landlord and Tenant. Each party shall have the responsibility for paying the appraiser which was, or which should have been, appointed by such party and each shall pay one-half (½) of the costs and expenses of the third appraiser if one is appointed.

3.4 Base Rent Credit. If sales and use taxes paid to and received by the City during any calendar year of the Initial Term or any Renewal Term from sales by Tenant and any of its Affiliates (as defined herein) (the "Tenant Taxes") are at least Two Million and No/100 Dollars (\$2,000,000.00) ("Base Amount"), no Base Rent for such calendar year shall be due and payable.

In the event the Tenant Taxes shall be less than the "Base Amount" for any such calendar year of the Initial or any Renewal Term, Tenant shall pay to Landlord (except as hereinafter provided for proration) the Base Rent as provided in Paragraph 3.1 above for that calendar year.

For the first calendar year following the Rent Commencement Date and the last calendar year of the lease, if such period is not at least 365 days and provided Tenant Taxes are less than the Base Amount, then in such event the Base Amount shall be multiplied by a fraction, the numerator of which shall be the number of days in such Lease year and the denominator of which shall be 365. For the first five calendar years, if the Tenant Taxes are less than the Base Amount, the Base Rent shall multiplied by a fraction, the numerator of which shall be the amount by which the Tenant Taxes are less than the Base Amount, and the denominator of which shall be the Base Amount. It is understood that no other partial rental credit will be given for any other calendar year should the Tenant Taxes be less than the Base Amount. For purposes of this Lease, the term "Affiliate" shall mean a person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with a specified person or entity. In addition for purposes of this term "sales and use taxes" paid to, or received by, the City shall include, without limitation all Euless City sales and use taxes including taxes allocated to the Euless Development Corporation and the Euless Crime Control District.

4.0 SALES AND USE TAX REPORTS

4.1 Sales and Use Tax Report. From and after the Rent Commencement Date and during the term of this Lease, including any Renewal Terms, Tenant shall deliver to Landlord copies of all sales and use tax reports of Tenant and any of its Affiliates filed with the Comptroller of Public Accounts of the State of Texas (“Comptroller”). Such sales and use tax reports shall be furnished to Landlord by Tenant within ten (10) days of the date for the filing of such reports with the Comptroller as required by law.

5.0 SALES AND USE TAX REBATES

5.1 Rebates of Sales and Use Taxes. In addition to the provisions of Section 3.4, in the event Tenant Taxes during any calendar year during the period beginning with the Rent Commencement Date, and ending upon expiration of the Lease, are One Hundred Thousand and no/100 Dollars (\$100,000.00) or more, City will rebate twenty-five percent (25%) of all verified Tenant Taxes in each such calendar year. Such payment shall be made to Tenant by the City within sixty (60) days following the last day of each such calendar year, provided the City shall have been able to verify the Tenant Taxes with the Comptroller within fifty (50) days following the last day of such calendar year. In the event the Comptroller shall not have verified the amount of Tenant Taxes within such fifty (50) day period, then such tax rebate shall be paid to Tenant within ten (10) days thereafter based on the sale and use tax reports of Tenant furnished to Landlord for such period which amount shall be adjusted following receipt by the City of such verification of sales and use taxes from the Comptroller.

5.2 Reimbursement and Indemnification of City. In the event the Comptroller determines for any reason that any Tenant Taxes were erroneously paid to the City, and the City shall have rebated any portion of such taxes to Tenant, Tenant agrees to reimburse City such amount so erroneously rebated to Tenant within ten (10) days following written notification to Tenant by City of such refund obligation to the Comptroller, which notice shall include all written

notices received by the City from the Comptroller evidencing such obligation to the extent allowed by law.

6.0 TAXES

- 6.1 Payment of Taxes. Tenant shall pay all ad valorem and real property taxes levied, assessed, or imposed upon or against the Premises during the term of the Lease. Ad valorem and real property taxes for which Tenant is liable and which are levied or assessed for the years in which this Lease commences and terminates shall be prorated based on a ratio the numerator of which shall be the total number of days during such year that this Lease was in effect and the denominator of which shall be the total number of days in such year. For purposes of this Section 6.1, ad valorem taxes shall not include: (i) any income, excise, profits, estate, inheritance, succession, transfer, franchise, capital or other tax or assessment on Landlord or on the rentals payable under this lease; (ii) any assessments for special improvements, including but not limited to widening of exterior roads, the installation of or hook-up to sewer lines, sanitary and storm drainage systems, and other utility lines and installations; or (iii) taxes on rents, gross receipts, or revenues of Landlord from the Premises, all of which shall be the obligation of Landlord.
- 6.2 Personal Property Tax. Tenant agrees to pay all taxes and assessments levied, assessed, or imposed on or against any and all Personal Property and Equipment now or hereafter placed in or upon the Premises.
- 6.3 Contest of Taxes. Tenant may contest by appropriate proceedings, the amount, validity, or application of any taxes by appropriate proceedings diligently conducted in good faith provided that (a) such proceedings shall suspend the collection thereof, (b) no part of the Leased Property or of any rent would be subject to loss, sale, or forfeiture before determination of any contest, (c) Landlord would not be subject to any criminal liability for failure to pay, (d) such proceedings shall not affect the payment of rent hereunder or prevent Tenant from using any Leased Property for its intended purposes, and (e) Tenant shall notify Landlord of any such proceedings within twenty (20) days after the commencement

thereof, and shall describe such proceedings in reasonable detail. Tenant will conduct all such contests in good faith and with due diligence and will, promptly after the determination of such contest, pay and discharge all amounts which shall be determined to be payable therein. In the event Tenant elects to dispute and contest any taxes, it shall maintain a reserve for the payment thereof in accordance with generally accepted accounting principles.

- 6.4 Refunds of Taxes. Landlord covenants and agrees that if there shall be any refunds of the Property Taxes paid by Tenant, such refunds shall belong to the Tenant. Any refunds received by Landlord shall be deemed trust funds and as such are to be received by Landlord in trust and paid to Tenant forthwith. Tenant will, upon the request of Landlord sign any receipts which may be necessary to secure the payment of any such refunds.

7.0 USE AND OCCUPANCY

- 7.1 Use and Occupancy. Tenant agrees, by the Rent Commencement Date, to move all of Tenant's regional corporate headquarters, training facilities, administration, finance and sales operations related to its Dallas/Fort Worth ready-mixed concrete operation to the Leased Property and to exclusively use and occupy the Leased Property, for and during the Initial and any Renewal Term of the Lease as Tenant's sole office for sales of its ready-mixed concrete products in Dallas/Fort Worth to the extent the Leased Premises can reasonably accommodate Tenant's and any of its Affiliate's headquarters, training, administration, finance, and sales operations. Tenant commits to exercise its commercially reasonable efforts to assure that all means available to Tenant are undertaken to assure that all sales of Tenant's Dallas/Fort Worth products are qualifiedly sourced from the City so as to be properly reported and received by the City. Tenant shall not change the use of the Leased Property as set forth above without Landlord's prior written consent. Tenant will not do or permit any act or thing that is contrary to any legal requirement or insurance requirement, or that materially impairs the value of any Leased Property or any part thereof, or that materially increases the dangers, or poses unreasonable risk of harm, to third parties (in, on or off any

Leased Property) arising from activities thereon, or that constitutes a public or private nuisance or waste to any Leased Property or any part thereof. Tenant shall not conduct any activity on any Premises or use any Leased Property in any manner (i) which would cause any Leased Property to become a hazardous waste, treatment, storage, or disposal facility within the meaning of or otherwise bring any Leased Property within the ambit of, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., or any similar state law or local ordinance; (ii) so as to cause a release or threat of release of hazardous waste from any Leased Property within the meaning of or otherwise bring any Leased Property within the ambit of, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601-57, or any similar state law or local ordinance or any other environmental law; or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., or the Clean Air Act, 42 U.S.C. Section 741, et seq., or any similar state or local ordinance, unless such permit is obtained.

- 7.2 Compliance with the Law. Tenant shall comply promptly with all applicable statutes, ordinances, rules, regulation, orders, and requirements in effect during the Term hereof, regulating the use by Tenant of any Leased Property, provided that Tenant shall not be required to make any structural alteration to the Leased Premises except to the extent such changes are required solely as a result of Tenant's use of the Leased Premises. Tenant shall not use or permit the use of any Leased Property in any manner that will tend to create waste or a nuisance, or, otherwise expose Landlord or any Leased Property to any liability.
- 7.3 Condition of Leased Property. Tenant agrees to accept all of the Leased Property in its condition as of the date of possession hereunder, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of any Leased Premises, and accepts this Lease subject thereto and to all matters disclosed thereby, and by any exhibits

attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation or warranty as to the suitability of any Leased Property for the conduct of the Tenant's business. However, Landlord does represent and warrant to Tenant that the Building and Premises at time of possession will be in compliance with all codes, rules, and regulations of the City for use as an office. Landlord further represents and warrants to Tenant that the Premises at the time of possession will be in compliance with state and federal laws, rules, and regulations related to Leased Premises including those related to hazardous waste or materials in, on, or under Leased Property and Landlord agrees to indemnify, defend, and hold Tenant harmless from and against any and all claims, damages, demands, losses, liens, liabilities, obligations, fines, penalties, charges, judgments, clean up costs, remedial actions, and other proceedings and costs and expenses (including, without limitation, attorney's fees and disbursements) which may be imposed on, incurred or paid by or asserted against Tenant or any of the Leased Property by reason of, or in connection with the condition of the Leased Property from the breach of any of the foregoing representations and warranties or any breach of Landlord's obligations hereunder from any release of any hazardous waste or materials at the Premises prior to Tenant's possession thereof.

7.4 Tenant's Covenants and Indemnity. Tenant shall not dispose of or otherwise release any hazardous waste or materials in, on, or under the Premises, or any adjacent property or in any improvements placed on the Premises. Tenant represents and warrants to Landlord that Tenant's intended use of any Leased Property does not involve the use, production, disposal or bringing onto any Premises of any hazardous waste or materials except in quantities and types customarily utilized in office buildings such as cleaning solvents and toners. Tenant shall promptly comply with all statutes, regulations, and ordinances, and with all orders, decrees, or judgments of governmental authorities or courts having jurisdiction, relating to Tenant's use, collection, treatment, disposal, storage, control, removal or cleanup of hazardous waste or materials, in, on, or under any Leased Property or to any adjacent property or incorporated in any improvements, at Tenant's expense.

After notice to Tenant and reasonable opportunity for Tenant to effect such compliance, Landlord may, but is not obligated to, enter upon any Leased Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest in any Property. Tenant shall reimburse Landlord for the full amount of all costs and expenses incurred by Landlord in connection with such compliance activities, and such obligation shall continue even after the termination of this Lease. Tenant shall notify Landlord immediately of any release of any hazardous waste or materials in, on, or under any Leased Property which is known to Tenant.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, damages, demands, losses, liens, liabilities, obligations, fines, penalties, charges, judgments, clean up costs, remedial actions, and other proceedings and costs and expenses (including, without limitation, attorneys' fees and disbursements) which may be imposed on, incurred, or paid by, or asserted against Landlord or any leased Property by reason of, or in connection with (i) any misrepresentation, breach of warranty or other default by Tenant under this Lease, or (ii) the acts or omissions of Tenant, or any sublessee or other person for whom Tenant would otherwise be liable, resulting in the release of any hazardous waste or materials on the Premises; provided, however that such hazardous waste or materials on the Premises did not pre-exist the commencement of the Lease, or (iii) arising directly or indirectly from or, out of or in any way directly connected to Tenant's activities, including, without limitation, use, storage, ownership, possession, or control of hazardous substances in, on or under any Leased Property which directly or indirectly result in the Leased Property or any other property becoming contaminated with hazardous substances. Tenant hereby agrees upon notification to clean up from any Leased Property or any other property any contamination caused by its or its affiliates activity, including, without limitation, use, storage, ownership, possession, or control of hazardous substances in, on, or under any Leased Property, including, without limitations, any remedial action required by applicable governmental authorities. Tenant further acknowledges that it will be solely responsible for all costs and

expenses relating to the cleanup of hazardous substances from any Leased Property or any other properties which become contaminated with hazardous substances as a result of Tenant's activities in, on, or under any Leased Property.

The term "hazardous substances" and "hazardous waste or materials" shall mean: Any substances or material defined or designated as a hazardous or toxic waste, hazardous or toxic material, a dangerous, hazardous, toxic, or radioactive substance, or other similar term, by any federal, state, or local environmental statute, regulation, or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations, and ordinances may be amended from time to time including, but not limited to, the statutes listed below:

Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq.

Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 49 U.S.C. Sections 1801, et seq.

Federal Clean Air Act, 42 U.S.C. Sections 7401-7626

Federal Water Pollution Control Act, Federal Clean Water Act of 1977, 33 U.S.C. Sections 1251, et seq.

Federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C., Paragraph 13, et seq.

Federal Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq.

Federal Safe Drinking Water Act, 42 U.S.C. Sections 300(f), et seq.

- 7.5 Insurance and Insurance Cancellation. Landlord will provide for insurance on the Building on the Leased Premises. Tenant will carry insurance on the Personal Property and Equipment located within the Leased Premises. Notwithstanding the provisions of Section 7.1 above, no use shall be made or permitted to be made of any Leased Property nor acts done which will cause the

cancellation of any insurance policy covering any Leased Property or any other property of which any Premises may be a part, and if Tenant's use of the Leased Property causes an increase in said insurance rates or costs, then Tenant shall pay any such increase.

8.0 LEASEHOLD ACQUISITIONS AND IMPROVEMENTS

- 8.1 Leasehold Acquisitions and Improvements. Landlord and/or the City agree to acquire the land and construct the improvements described in Exhibits "A" and "B".

9.0 UTILITIES

- 9.1 Tenant shall pay prior to delinquency for all water, gas, heat, light, power, telephone, sewage and all other utilities supplied to any Leased Property. Landlord has no responsibility to maintain or pay for any utilities on any Leased Property.

10.0 MAINTENANCE AND REPAIRS: ALTERATIONS AND ADDITIONS

- 10.1 Maintenance and Repairs by Tenant. Except as to the obligations of Landlord provided for in Section 10.5 below, Tenant shall at its sole cost and expense keep and maintain all Leased Property, including landscaping and parking lot striping located on the Premises, in good order and condition and repair, and shall suffer no waste with respect thereto. Tenant shall at its sole cost and expense make all needed non-structural repairs to and replacements of the Leased Property, interior and exterior, ordinary wear and tear excepted, including but not limited to, any Personal Property, replacements of cracked or broken glass, striping of parking areas, and shall keep the plumbing units, pipes and connections free from obstruction and protected against ice and freezing. Except as provided in Section 10.5 below, Landlord has no responsibility to maintain or pay for any part of the maintenance or replacement of the Leased Property.
- 10.2 Surrender. On the last day of the Initial Term or Renewal Term hereof, or on any sooner termination, Tenant shall surrender the Building and Premises to Landlord in good condition, broom clean, ordinary wear and tear and loss by insured casualty excepted.

Tenant shall repair any damage to the Building and Premises caused by its use thereof, ordinary wear and tear and loss by insured casualty excepted or by the removal of Tenant's Equipment pursuant to Section 10.4 below, which repairs shall include the patching and filling of holes and painting thereof, the repair of structural damage of any kind or type, and the repair or replacement of all damaged mechanical equipment including overhead doors.

10.3 Landlord's Right. If Tenant fails to perform Tenant's obligations under any of the provisions of this Section 10.0, Landlord shall give Tenant written notice to do such acts as are reasonably required to maintain any Leased Property in good order and condition. If, within thirty (30) days of Tenant's receipt of such notice, Tenant fails to commence to do the work and diligently prosecute it to completion, then Landlord shall have the right (but not the obligation) to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work satisfactorily. Any amount so expended by Landlord shall be paid by Tenant within ten (10) days after billing for same, with interest at twelve percent (12.00%) per annum from the date of such work. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of any Leased Property by Tenant as a result of performing any such work.

10.4 Alterations and Additions.

- (a) Tenant shall not make any material alterations of any Building or utility installations on or about any Premises without the express written consent of the Landlord; provided, however, that the Landlord will not unreasonably delay or withhold consent. As used in this section, the term "utility installations" shall include ducting, power plants, fluorescent fixtures, space heaters, conduit, and wiring.
- (b) Landlord shall have the right to approve any contractors or sub-contractors for any material work on any Leased Property, which approval shall not be unreasonably withheld or delayed.

(c) All alterations, changes, additions, improvements, and utility installations (whether or not such utility installations constitute trade fixtures of Tenant) which may be made to any Leased Property, shall at the expiration or earlier termination of this Lease, become the property of the Landlord and remain upon and be surrendered with the Leased Property. The Equipment, inventory, and any other personal property, to the extent owned by Tenant, other than that which is affixed to any Building or Premises so that it cannot be removed without material damage to such Building or Premises, shall remain the property of the Tenant, and may be removed by the Tenant subject to the provisions of Section 10.2 above, at any time during the term of this Lease when Tenant is not in default of any of the provisions of this Lease.

10.5 Maintenance and Repairs by Landlord. Landlord shall at its sole cost and expense maintain the structural integrity of the Leased Property and shall make all needed repairs to and replacements of parking and driveways, roof, air conditioning and heating systems, together with water and sewer lines (but excluding obstruction of sewer lines) outside the building.

11.0 ENTRY BY LANDLORD

11.1 Landlord and Landlord's agents, shall have the right on reasonable prior notice to Tenant, and with Tenant's prior approval which shall not be unreasonable withheld, to enter any Building or Premises during Tenant's regular business hours to inspect the same or to maintain or repair the Leased Property or any portion thereof, or to show any Leased Property to prospective purchasers or lenders, or during the last three (3) months of the Initial Term or Renewal Term of the Lease to any prospective tenant.

To the extent of insurance coverage maintained by Landlord, Landlord agrees to indemnify, defend and hold harmless Tenant, or any Affiliate of Tenant, from and against any and all liabilities, claims, and causes of action for personal injury, death, or property damage occurring on or to the Premises as a result of Landlord's entry onto the Premises.

12.0 LIENS

12.1 Tenant shall keep all Leased Property (excluding any Personal Property) free from any and all liens arising out of work performed, materials furnished, or obligations incurred by Tenant and shall indemnify and hold harmless and defend the Landlord from any and all liens and/or encumbrances arising out of work performed or materials furnished by or at the direction to the Tenant. In the event that any such lien is imposed, Tenant shall have twenty (20) days from the date of imposition to cause the lien to be released of record or bonded around. Failure to do so by Tenant shall allow Landlord, in addition to all other remedies provided herein by law, the right, but by no means the obligation, to cause the lien to be released by such means as it shall reasonably deem proper, including payment of the claim giving rise to the lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith, including attorney's fees and costs, shall be payable to Landlord by Tenant on demand with interest at twelve percent (12.00%) per annum. Landlord shall have the right at all times to post and keep posted on any Leased Property any notices permitted or required by law, or which the Landlord shall reasonably deem proper, for the protection of the Landlord and any Leased Property, and/or any other party having an interest therein, from mechanic's and materialman's liens. The Tenant shall give to Landlord at least ten (10) days written notice of the expected date of commencement of any material work relating to alterations and/or additions to the Leased Property.

13.0 INDEMNITY

13.1 Indemnity. Tenant shall defend, indemnify, and hold harmless Landlord from and against any and all claims arising from Tenant's use of any Leased Property or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by Tenant in or about any Leased Property and shall further defend, indemnify, and hold harmless Landlord from and against any and all claims arising from any breach, or default in the performance of any obligation on Tenant's part to be performed under the terms of this lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, or employees, and from and against any

and all reasonable costs, attorneys fees, expenses, and liabilities incurred in connection with such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of any such claim whatsoever, Tenant, upon notice from Landlord, shall defend same at Tenant's expense by counsel reasonably satisfactory to Landlord. However, Tenant shall not be liable for any damage or injury occasioned by the negligence or intentional acts of Landlord or its designated contractors, agents, or employees.

13.2 **Exemption of Landlord from Liability.** Landlord shall not be held liable for injury or damage which may be sustained by the person, goods, wares, merchandise, or property of Tenant, or by any agent or other person claiming by or under Tenant which might be caused by or resulting from fire, steam, electricity, gas, water, or rain, which may leak or flow from or into any part of any Leased Property, or from breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, heating, air conditioning, ventilating, or lighting fixtures of the same, whether the said damage or injury results from conditions arising in, on, or under any Building or Premises or upon other portions of the Property of which the Premises are a part or from other sources, unless injury or damage exists after Landlord has been given notice by Tenant that a condition exists that is in need of repair. Landlord shall not be liable for any damages arising from any act or neglect of any other Tenant (if any) of any Building or Premises, or property of which any Premises is a part.

14.0 INSURANCE

14.1 **Liability Insurance.** Tenant shall, at Tenant's expense, procure and maintain at all times during the term of this Lease or any extension thereof, a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy, or maintenance of any Leased Property. Such insurance shall at all times be in an amount of not less than One Million and no/100 Dollars (\$1,000,000.00). The limits of such insurance shall not limit the liability of the Tenant. All insurance required under this Section 14.0 shall be with companies rated "A" or better in Best's

Insurance Guide. Tenant shall deliver to Landlord certificates of insurance evidencing the existence and amounts of such insurance with loss payable clauses reasonably satisfactory to Landlord, provided that in the event Tenant fails to procure and maintain such insurance, Landlord may (but shall not be required to) procure same at Tenant's expense after ten (10) days prior written notice. No such policy shall be cancelable or subject to reduction of coverage or other modification except after fifteen (15) days prior written notice to Landlord by the insurer. All such policies shall be written as primary policies, not contributing with and not in excess of coverages which the Landlord may carry. Tenant shall, within twenty (20) days prior to the expiration of such policies, furnish Landlord with renewals or binders or Landlord may order such insurance and charge the cost to the Tenant, which amounts shall be payable by Tenant on demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies which the Tenant may have in force, provided such blanket policies expressly afford coverage of any Leased Property and to Landlord as is required by this Lease.

14.2 Property Insurance. Landlord shall, at Landlord's expense, maintain at all times during the term of this Lease or any extensions thereof, the policy or policies of insurance covering loss or damage to the Building in the amount of the full replacement value thereof. Tenant shall, at Tenant's expense, procure and maintain at all times during the term of this Lease, the policy or policies of insurance covering loss or damage to the Personal Property and Equipment in the amount of the full replacement value thereof.

15.0 DAMAGE TO PREMISES

15.1 Damage Rendering Premises Untenable. In the event of damage to the Building rendering all or a substantial portion of the Building untenable such that Tenant can not continue its conduct of business at such location during the repair of such damages, Landlord shall have the option of relocating Tenant to a temporary alternate location of comparable size suitable for Tenant's temporary occupancy for a period reasonably necessary to timely complete repairs to the Building. The rental costs at the temporary

alternate location shall be borne by Landlord. The costs of moving to and from the temporary alternate location shall be shared equally between Landlord and Tenant. If Landlord is unable to find a temporary alternate location for the conduct of Tenant's business within sixty (60) days following such casualty then Tenant upon written notice to Landlord may terminate this Lease.

- 15.2 **Repair Not Permitted.** In the event that the Leased Property may not be repaired as required herein under applicable laws and regulations notwithstanding the availability of insurance proceeds this Lease shall be terminated as to such Leased Property effective with the date of the damage occurrence, and the Landlord shall be entitled to retain the insurance proceeds.
- 15.3 **Damage to Building during Last Six Months of Term.** In the event of any total or partial destruction to the Building occurring during the last six (6) months of the term of this Lease (or any extension thereof), and notwithstanding the provisions of Sections 15.1 above, Landlord shall have the right for the longer of (i) a period of sixty (60) days following the event giving rise to the casualty or damage, or (ii) the period of fifteen (15) days following the receipt of insurance proceeds to elect to retain all insurance proceeds and to terminate this Lease as to such Leased Property. Provided, however, if Tenant has properly exercised any option that they may have to renew the Lease Term, this Section 15.3 shall not be applicable.
- 15.4 **Abatement of Rent.** In the event of any total or partial destruction for the period between the date of damage until the repairs are completed, and/or in the event of termination of this Lease with respect to the Leased Property, for the period between the date of the damage and the date of termination, the rent payable by Tenant with respect to such Leased Property shall be reduced in direct proportion to which the area of the Building is unusable to the total area of the Building leased by Tenant. Tenant's obligation to resume the payment of rent and other charges with respect to a damaged Building shall recommence on the date of completion of any required construction of the improvements to the condition they exist on the date of this Lease. This right to a partial abatement of rent shall be Tenant's sole remedy as a result of any

such damage or repair. Landlord shall not be required to make any repair or restoration of injury or damage to any Equipment, any improvement or property installed on the Premises by or at the expense of Tenant. Such items shall be replaced by Tenant at Tenant's sole cost and expense.

16.0 CONDEMNATION

16.1 If all, or a substantial portion of any Leased Property, which shall include any portion of the Building, more than ten percent (10%) of the parking area of the Leased Property or any means of ingress or egress from the Leased Property, shall be taken or appropriated for public or quasi-public use by the right of eminent domain (with or without litigation) or transferred by agreement in connection with such public or quasi-public use, either Landlord or Tenant shall have the right at its option (exercisable within thirty (30) days of the receipt of notice of such taking) to terminate this Lease as of the date possession is taken by the condemning authority which termination shall not be an event of default hereunder. Before Tenant or Landlord, however, may terminate this Lease by reason of such appropriation as provided hereinabove, such taking or appropriation shall be of such an extent and nature as to substantially impair, impede, handicap, and otherwise restrict Tenant's use of the Leased Property, provided that the taking of any portion of the Building, more than ten percent (10%) of the parking area of the Leased Property or any means of ingress or egress from the Leased Property shall constitute a substantial impairment, impediment, or handicap to Tenant's use of the Leased Property. If any part of a Building shall be so taken or appropriated, Landlord and Tenant each shall have the right at its option to terminate this Lease. No award for any partial or entire taking shall be apportioned, and except as provided in the next sentence, Tenant hereby assigns to Landlord any award which may be made in such taking, appropriation, or condemnation, together with any and all rights of Tenant now or hereafter arising in such award. Landlord has no interest, however, in any award made to Tenant for the taking of Equipment belonging to Tenant; or for the interruption of or damage to Tenant's business, or to Tenant's unamortized cost of leasehold improvements or for Tenant's relocation expenses. In the event of a partial taking which does not result in a termination of

this Lease with respect to the Leased Property, rent shall be abated from the date of the taking proportionately to the diminished usefulness of the Leased Property remaining. Any award to the Landlord by reason of such partial taking shall be made available for reconstruction, should the Tenant so elect, and shall be segregated from the Landlord's general funds. No temporary taking of any Leased Property and/or of the Tenant's rights therein, or under this Lease, shall terminate this Lease as to such Leased Property or give Tenant any right to any abatement of rent. Any award made to Tenant by reason of any such temporary taking shall belong entirely to Tenant and Landlord shall not be entitled to share therein.

17.0 ASSIGNMENT AND SUBLETTING

17.1 Landlord's Consent Required. Tenant shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Lease or any interest therein, nor permit such assignment by operation of law, and shall not sublet any Leased Property or any part thereof without the express written consent of the Landlord. Such consent will only be granted as an incidental use within the facility and shall not exceed fifteen percent of the total square footage of the facility. Notwithstanding the foregoing, Landlord's consent shall not be required for any assignment or sublease by Tenant to (i) an Affiliate of Tenant or U.S. Concrete, Inc., a Delaware corporation ("U.S. Concrete"), (ii) any successor to Tenant by merger, consolidation, or other amalgamation, or (iii) any entity purchasing directly, or together with its Affiliates, all or substantially all of Tenant's or U.S. Concrete's assets.

18.0 QUIET ENJOYMENT

18.1 Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying rent and other monetary sums due under this Lease, performing its covenants and conditions of the Lease and upon recognizing any subsequent lessor under a ground or underlying lease or any purchaser as Landlord, Tenant shall and may peaceably and quietly have, hold, and enjoy the Leased Property for the Initial Term or Renewal Terms of the Lease as

against any adverse claim of Landlord or any party claiming under Landlord subject, however, to the terms of the Lease.

19.0 DEFAULT REMEDIES

- 19.1 Default of Tenant. It is mutually agreed that: (i) in the event Tenant shall default in the payment of any monetary amount herein provided when due, and shall fail to cure said default within ten (10) days after written notice thereof from Landlord; or (ii) if Tenant shall be in default in performing any of the non-monetary terms or provisions of this Lease on its part to be performed and such default continues after notice from Landlord for more than thirty (30) days (or such longer period of time as may be reasonable under the circumstances so long as Tenant has commenced to cure such default within said thirty (30) day period and is thereafter diligently prosecuting the same to completion); then in such event, Landlord may exercise any and all legal or equitable remedies afforded Landlord under the law of the State of Texas, including but not limited to the right to terminate the Lease or Tenant's right of possession of the Leased Premises and/or to bring an action against Tenant for damages.
- 19.2 Default of Landlord. It is mutually agreed that in the event Landlord shall be in default in performing any of the terms or provisions of this Lease on its part to be performed and such default continues after notice from Tenant for more than thirty (30) days, then in such event, Tenant may exercise any and all legal or equitable remedies afforded Tenant under the law of the State of Texas, including but not limited to the right to bring an action against Landlord for damages. In addition, Tenant may (but shall not be obligated to) perform any obligation required by Landlord herein for and on behalf of Landlord and thereupon Landlord shall be obligated to and hereby agrees to pay Tenant upon demand the cost incurred by Tenant in performing such obligations (including reasonable attorneys' fees). If Tenant is not paid such sums within ten (10) days after written request thereof, Tenant shall be entitled to offset and deduct such sums from any rent or other payments next owing by Tenant to Landlord hereunder.

19.3 Repayment of Costs of Landlord Acquisitions and Improvements. In addition to all other remedies and sums due and owing Landlord as provided for in this Lease, upon termination of this Lease or abandonment or vacation of any Leased Property by Tenant prior to the expiration of the Initial Lease Term for any reason other than the breach of this Lease by Landlord, non-fulfillment of any obligation of the City, default in the performance of this Lease by Landlord or damage to the Leased Property or condemnation thereof authorizing termination and/or vacation of the Leased Property as provided by Sections 15.0 and 16.0 above, Tenant shall additionally owe and pay to Landlord the cost of the acquisitions and improvements not to exceed Five Million and no/100 Dollars (\$5,000,000.00) made by Landlord or the City as provided for in Section 8.0, prorated from date of such termination or abandonment or vacation of the Leased Property by Tenant through the remaining portion of the Initial Lease Term.

20.0 MISCELLANEOUS

20.1 Estoppel Certificate.

- (a) Tenant shall at any time upon not less than twenty (20) days prior written notice from Landlord, execute and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of any Leased Property.
- (b) Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, and (ii) that there are no uncured defaults in Landlord's performance.

(c) Landlord shall execute such estoppel certificates, upon fifteen (15) days written notice from Tenant, as Tenant may request from time to time.

20.2 Captions: Attachment: Defined Terms

(a) Captions of the paragraphs in this Lease are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or construction of any section of this Lease.

(b) Exhibits attached hereto, and addendums and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

20.3 Entire Agreement. This instrument along with any exhibits and attachments hereto constitutes the entire agreement between Landlord and Tenant relative to the Leased Property. This agreement and the exhibits and attachments may be altered, amended, or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant hereby agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relating to the leasing of any Leased Property are merged into or revoked by this agreement.

20.4 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

20.5 Time: Joint and Several Liability. Time is of the essence of this Lease in each and every provision hereof. All the terms, covenants, and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

20.6 Waiver. No waiver by one party or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other of the same or any other provision. Any party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of that party's express written consent to or approval of any subsequent act by the other party. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

20.7 Surrender of Premises. The voluntary or other surrender of this Lease by the Tenant, or mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to him or any or all such subleases or subtenancies.

20.8 Holding Over. If Tenant remains in possession of all or any part of any Leased Property after the expiration of the Initial Term or any Renewal Term of this Lease, with or without the express or implied consent of the Landlord, such tenancy shall be from month to month only, and not a renewal of this Lease or an extension for any further term. In such case, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month-to-month tenancy shall be subject to every other Term, covenant, and agreement contained herein.

20.9 Signs.

- (a) Tenant shall have the right to erect such signs as it shall elect, all in accordance with legal requirements.
- (b) Any such signs described above shall be removed at the expiration or earlier termination of the Lease at Tenant's expense and Tenant shall repair any damage to any Leased Property resulting from such removal. If Tenant fails to do so,

Landlord may cause such removal and repair on Tenant's behalf at Tenant's expense.

20.10 Interest on Past-Due Obligations. Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at twelve percent (12.00%) per annum from the due date. Payment of such interest shall not excuse or cure any default by Tenant under this Lease. Payment of such interest is in addition to the late charge specified in Section 19.3 of this Lease.

20.11 Recording. Tenant shall not record this Lease without Landlord's prior express written consent.

20.12 Costs of Suit.

- (a) If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of any Leased Property, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs. Such fees and costs shall include those fees and costs incurred at trial, on appeal, or in any bankruptcy proceeding.
- (b) Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using any Leased Property by license of Tenant, or for the foreclosure of any lien for labor, material furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant, or of any such person, Tenant covenants to defend, indemnify, and hold Landlord harmless from any judgment rendered against Landlord or any Leased Property, or any part thereof, and all costs and expenses, including reasonable attorney fees, incurred by Landlord in or in connection with such litigation.

20.13 Binding Effect: Choice of Law. The parties hereto agree that all provisions hereof are to be construed as both covenants, and conditions as though the words importing such covenants and

conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by the Tenant, all of the provisions hereof shall bind and inure to the benefit of the parties hereto, their respective heirs, legal representatives, assigns, and successors. This Lease shall be governed by the laws of the State of Texas.

20.14 Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

20.15 Notices. Any notice provided or permitted to be given under this Lease must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and certified, with return receipt requested, by delivering the same in person to such party, or by delivering the same by confirmed facsimile during the recipient's normal business hours. Notice given in accordance herewith shall be effective upon the earlier of receipt at the address of the addressee or on the second (2nd) day following deposit of same in the United States mail as provided for herein, regardless of whether same is actually received. For purposes of notice, the addresses of the parties shall be as follows:

If to Landlord: Euless Development Corporation
 201 North Ector Drive
 Euless, TX 76039
 Attn: Gary L. McKamie, President
 Fax No. 817.685.1416

If to Tenant: U. S. Concrete, Inc.
 and its subsidiary Redi Mix, L.L.C.
 1515 Westpark Way
 Euless, TX 76040
 Attn: Scott Evans, President
 Fax No. 817.835.4036

Either party may change its address or facsimile number for notice by giving ten (10) days prior written notice thereof to the other party.

21.0 PREVIOUS AGREEMENTS TERMINATED

- 21.1 That certain Agreement by and between the City and Beall Concrete Enterprises, Ltd. (an Affiliate of Tenant) dated January 1, 2006, except as to rights and obligations accruing prior thereto, will terminate and be of no further force and effect as of the Rent Commencement Date of this Lease Agreement. Any payment due Beall Concrete Enterprises, Ltd. under such Agreement in the final year will be prorated.
- 21.2 That certain Lease Agreement by and between Euless Development Corporation and Beall Concrete Enterprises, Ltd. dated July 13, 2000, except as to rights and obligations accruing prior thereto, will terminate and be of no further force and effect as of the Rent Commencement Date of this Lease Agreement.

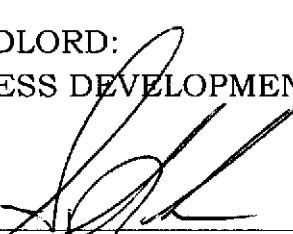
22.0 PERFORMANCE AGREEMENT

- 22.1 In accordance with Euless Development Corporation's incentive agreement requirements, the following schedules and statements must be complied with:
 - 22.1.1 Submission of a Schedule of Additional Payroll and/or Jobs Retained
 - 22.1.2 Schedule of Capital Investment Made
 - 22.1.3 Terms of Repayment
 - 22.1.4 Statement Addressing Employment of Undocumented Workers, providing that if after receiving a public subsidy Tenant is convicted of a violation under 8 U.S.C. Section 1324a(F), Tenant shall repay the amount of the public subsidy with interest at the rate of five-percent (5%) and in accordance with the terms provided herein no later than the one hundred twentieth (120th)

day after the date the City or the Euless Development Corporation notifies Tenant of the violation.

EXECUTED THIS 17th day of July, 2008.

LANDLORD:
EULESS DEVELOPMENT CORPORATION

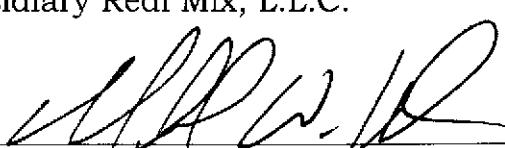
BY: 
Gary L. McKamie, President

CITY:
EULESS, TEXAS

BY: 
Mary Lib Saleh, Mayor

Attest:
Susan Crim: 
City Secretary

TENANT:
U. S. Concrete, Inc., and
its subsidiary Redi Mix, L.L.C.

By: 
Michael W. Harlan, President, U. S. Concrete, Inc.

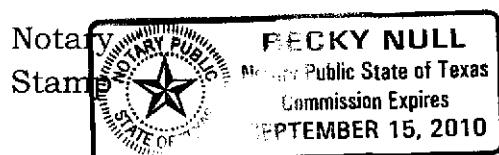
By: 
Scott Evans, President, Redi Mix, L.L.C.

ACKNOWLEDGEMENTS

State of Texas }
County of Tarrant }

This instrument was acknowledged before me on this the 17th day of
July, 2008, by Gary L. McKamie, President, Euless
Development Corporation, as an act of said entity.

Given under my hand and seal of office this 17th day of July,
2008

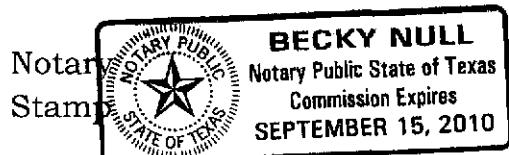


Becky Null
Notary Public, State of Texas

State of Texas }
County of Tarrant }

This instrument was acknowledged before me on this the 17th day of July, 2008, by Mary Lib Saleh, Mayor, of the City of Euless, Texas, for and on behalf of said City.

Given under my hand and seal of office this 17th day of July,
2008.



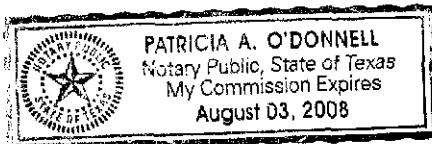
Becky Null
Notary Public, State of Texas

State of Texas }
County of Tarrant }

This instrument was acknowledged before me on this 17 day of
July, 2008, by Scott Evans, President, Redi Mix, L.L.C., a subsidiary
of U. S. Concrete, Inc., as an act of said entity.

Given under my hand and seal of office this 17 day of July,
2008.

Notary
Stamp



Patricia A. O'Donnell

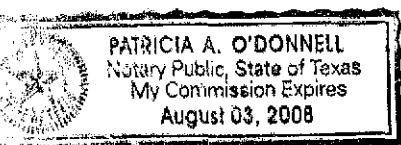
Notary Public, State of Texas

State of Texas }
County of Harris }

This instrument was acknowledged before me on this 9 day of
July, 2008, by Michael W. Harlan, President, U.S. Concrete, Inc.
Michael W. Harlan, President, U. S. Concrete, Inc., as an act of said entity.

Given under my hand and seal of office this 9 day of
July, 2008.

Notary
Stamp



Patricia A. O'Donnell

Notary Public, State of Texas

End of Lease Agreement Document. See Exhibits "A," "B," "C" attached.

Listed Exhibits to be Attached

Exhibit "A" – (Sections 1.1 and 1.3). Property Description (as per the new survey at time of closing on last piece of land acquired for this project).

Exhibit "B" – (Section 8). Acquisitions and Improvements to Leased Premises (Made by Euless, New Survey after Replatting of Entire Site, along with a footprint of the building).

Exhibit "C" – (Section 2.3). Acknowledgment of "Rent Commencement Date".

EXHIBIT "C"

ACKNOWLEDGEMENT OF RENT COMMENCEMENT DATE

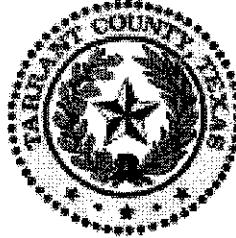
The "Rent Commencement Date" of the Lease Agreement between the Euless Development Corporation and U. S. Concrete, Inc., and its subsidiary Redi Mix, L. L. C., executed in the year 2008, shall be:

Acknowledged by the following representatives:

Euless Development Corporation: _____

U. S. Concrete, Inc.: _____

And Its Subsidiary Redi Mix, L. L. C.: _____



THE CITY OF EULESS
201 N ECTOR DR

EULESS TX 76039

Submitter: THE CITY OF EULESS

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 07/28/2008 04:02 PM
Instrument #: D208293393
OPR 35 PGS \$148.00

By: _____



D208293393

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: CN